

# Exhibit A

**DAVID A. MACSWAIN**

38649 Holmes Mill Road ☐ Hamilton, Virginia 20158 ☐ 540-338-7022

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ZuLu Software, Inc., Reston, Virginia  
Chairman, CEO & Founder  
June, 2003 to January, 2006

- Identified emerging market opportunity for an automatic approach to “legacy modernization” of existing mission critical business applications.
- Completed extensive target customer interviews and research to identify specific requirements, platforms, economics and priorities, with more than 100 prospects.
- Conceived a product offering, built a working prototype, worked with 3 key prospects thru proof-of-concept, built and released product in June, 2004.
- Deployed 6 successful customer conversions, in production, with strong references
- Identified and signed 4 key distributor relationships in Latin America, Spain, Germany and Pacific Rim. Used a direct sales model in the US.
- Identified the Gartner Group’s market leader in Legacy Modernization, initiated discussions, completed a strategic investment in ZuLu in January, 2005, with a worldwide distribution contract.
- ZuLu Software, Inc. was acquired by BluePhoenix Solutions, Inc in 2006.

**WEBCRITICAL TECHNOLOGIES, INC., Reston, Virginia**

*Chairman, CEO & President*  
*2001 to June, 2003*

- Professional Services organization specializing in high-end mission-critical applications using JAVA/J2EE technologies on the BEA WebLogic and IBM WebSphere platforms.
- Services range from high-level design and architecture through software development, testing and deployment
- Self-funded, profitable business reaching \$8.3M in revenue in 2001 and 60 employees.
- Fixed price and time & material service offerings, with 26 customers, mostly in the Financial Services industry.
- Developed 3 potential software products over the 4+ years the company has been in business.
- Plans to continue on a product-oriented company positioning, interested in raising capital to fund expansion.
- Managing through difficult economic conditions for the Information Technology segment.

## DAVID A. MACSWAIN

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- Ongoing discussions with other software companies on source code licensing possibilities.

### **SPACEWORKS, INC., Rockville, Maryland**

*Chairman, CEO & President*

*1996 to 2001*

- Recruited by Columbia Capital to restart and redirect SW from a B2B client/server service bureau to a web-native B2B eCommerce application software company.
- Successfully positioned company as a leader in B2B "sellside" solutions with Industry Analysts, Financial Analysts and Press
- Major customer success in Global Fortune 500 segment with GE, Lucent, Maytag, BF Goodrich, Pratt & Whitney, New Balance and others
- Integrated with Legacy Systems
- Successfully built SW brand identity in North American market
- Raised \$56MM in 4 rounds of financing
- Successfully closed equity investments from Intel and Siebel
- Drove revenue from \$500K in 1997 to \$22MM in 2000, planned \$40MM in 2001 with Q4 profitability
- Employee population growth from 18 in 1997 to 260 EOY 2000
- Technology leadership through open systems and Industry standards
- Developed strategic alliance with PwC for solution delivery
- Recruited strong management team at all levels of the organization
- Recruited and maintained a strong Board of Directors
- Sold SpaceWorks to Manugistics in 2001

### **SOFTWARE AG, Reston, Virginia**

*Senior Vice President, Marketing & Technology*

*1990 to 1996*

- Recruited to join company as VP WW Product Marketing
- Promoted to SVP WW Marketing and Technology
- Delivered products for customer and market requirements thru field sales, distributors and partners
- Chaired WW Market Strategy Board
- Developed and Implemented WW Product and Technology Strategy

## **DAVID A. MACSWAIN**

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- Identified and developed new products for existing customers and New Name Accounts
- Responsible for all Industry Standards groups and company representation
- Responsible for Industry Analyst and Press Relations
- Spokesperson for company strategy and technology

### **DIGITAL EQUIPMENT CORPORATION, Maynard, Massachusetts**

*Senior Group Marketing Manager*

*1980 to 1990*

- Joined Digital in November 1979 as Information Systems Manager for the Finance and Administration organization
- Promoted to manager of Advanced Application Systems in October 1981
- Developed and deployed net-based applications in email, computer conferencing, videotex and a wide range of distributed "self service" style applications, such as order processing
- Promoted to Group Marketing Manager in April 1984 to lead Digital's efforts to penetrate IBM mainframe corporate market
- Legacy Systems on IBM mainframes was our primary market target
- Developed and implemented a complete Program to include products (HW & SW), technology and standards compliance, services and partnerships
- Digital successfully grew it's market share in this segment from .5% in 1984 to 4% in 1987, thus increasing new revenue by \$1B.

### **DENNISON MANUFACTURING COMPANY, Framingham, Massachusetts**

*Systems and Programming Project Manager*

*1976 to 1980*

### **BIRD AND SON, INC., East Walpole, Massachusetts**

*Systems Developer*

*1974 to 1976*

### **EDUCATORS CONSULTANT SERVICE, INC., Shrewsbury, Massachusetts**

*Systems Developer*

*1972 to 1974*

### **ELECTRONIC DATA SYSTEMS, Boston, Massachusetts**

*Systems Engineer*

*1970 to 1972*

## DAVID A. MACSWAIN

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### **Education**

Boston University, Boston, Massachusetts  
Bachelor of Science, Computer Science, 1987

# Exhibit B

DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT with the effective date of 1st day of January 1998:

between SOFTWARE AG AMERICAS, INC.  
11190 Sunrise Valley Drive  
Reston, VA 22091 USA

(hereinafter called "SAGA")

and CONSIST INTERNATIONAL, INC.  
10 East 53rd Street  
27th Floor  
New York, NY 10022

(hereinafter called "CONSIST," which term shall include all CONSIST subsidiaries and affiliates)

WITNESSETH,

WHEREAS, SAGA is the exclusive distributor of certain software packages in the Territory, as set forth in Annex A herein "SAGA Products," being updated from time to time, and offers certain products, as set forth in Annex B, for which SAGA pays royalties herein "SPECIAL PRODUCTS," being updated from time to time both of which are collectively referred to herein as "SYSTEMS".

and

WHEREAS, CONSIST wants to market the SYSTEMS and to provide assistance to users of the SYSTEMS in Argentina, Brazil, Chile, Bolivia, Paraguay, Uruguay, and Peru, hereinafter called the "TERRITORY."

Now therefore, the parties hereto agree as follows:

Paragraph 1

SAGA appoints CONSIST the exclusive distributor of the SYSTEMS in the TERRITORY for the period of January 1, 1998 through December 31, 2007. The parties understand and agree that at the end of the first ten (10) year period of this Agreement, this Agreement shall automatically renew for successive five (5) year periods, unless either party shall decide to terminate this Agreement upon the giving of eighteen (18) months prior written notice to the other party.

**Paragraph 2**

SAGA hereby authorizes CONSIST to enter into customer agreements in the TERRITORY for licensing, installing, technical assistance, training and maintenance of the SYSTEMS.

However, CONSIST is only authorized to give non-transferable use-licenses for SYSTEMS to customers. Giving any form of sublicense or distribution rights, such as a direct or indirect OEM arrangements, to any third party will require the prior written consent of SAGA.

Contracts for installations of the SYSTEMS outside the TERRITORY shall require the prior written consent of SAGA.

**Paragraph 3**

For the right to grant perpetual or time-limited licenses, and/or maintenance agreements, CONSIST agrees to make payments to SAGA as provided in Exhibit A hereto.

Payments will be made within ten (10) days of the end of each quarter.

Any quarterly payment not received within the due date period above mentioned, shall bear interest at a rate of 3% p.a. above the prime commercial rate of Citibank in effect at that time.

SAGA will provide invoices to CONSIST for all payments made by CONSIST.

**Paragraph 4**

SAGA agrees at no additional costs to provide the following services to CONSIST:

1. Training in public classes held by SAGA for CONSIST staff (up to 5 persons) per class;
2. Ten (10) copies of the latest version of the SYSTEMS stored on magnetic tape;
3. Ten (10) copies of complete sets of SYSTEMS documentation in English, including Reference Manuals and Utilities Manuals.
4. Prompt correction or any errors in the SYSTEMS detected at the user's site and forwarded to SAGA.



- (4) CONSIST agrees to be responsible for all technical assistance and support activities in the TERRITORY including maintenance services for both present and future users. This obligation of CONSIST will continue until termination of the agreement including any extension thereof.
- (5) CONSIST shall be responsible for supplying SAGA with all pertinent information concerning any software errors and will forward promptly all documentation to SAGA with an explanation of the circumstances causing the problem and SAGA will correct any errors in the SYSTEMS.
- (6) In no case shall SAGA be held liable by CONSIST or any of CONSIST customers in the TERRITORY for any damages, indirect or consequential, derived from the use of the SYSTEMS.
- (7) SAGA shall not be held liable for any taxes arising out of the activities of CONSIST, such as sales tax, income tax, import tax, value added tax or alike.
- (8) CONSIST shall abide by all U.S. Export Administration Regulations which may apply to the SYSTEMS and their exportation and/or re-exportation.
- (9) CONSIST agrees that SAGA has the right to make multinational agreements with end-user customers which may result in installations in the TERRITORY at discounts negotiated by SAGA. CONSIST will accept all such agreements and discounts as valid in the TERRITORY with compensation to CONSIST according to SAGA's published worldwide multinational policy.
- (10) CONSIST agrees to cooperate with SAGA in establishing international Value Added Remarketers (VARs). The terms of specific VAR agreements will be agreed to between CONSIST and SAGA on a case-by-case basis.
- (11) CONSIST (including CONSIST and Natalio Fridman or any subsidiary or affiliated business entity) agrees not to act as agent, partner, distributor, reseller or marketing representative for any systems software products which compete with the SAGA SYSTEMS without an approval of SAGA unless the competing product is already being sold by CONSIST. The approval of specific competitive products will be agreed to between CONSIST and SAGA on a case-by-case basis.
- (12) When requested by CONSIST, SAGA will execute the documents required by government authorities in the TERRITORY for remittance of royalties for SAGA products by the CONSIST affiliates. All payment by CONSIST affiliates will be credited as payment under this Agreement.

Total CONSIST obligations to SAGA are solely those specified in the Agreement.

In the case of any conflict between this Agreement and any document executed by SAGA with any CONSIST affiliate, this Agreement shall prevail.

**Paragraph 6**

None of the parties hereto shall be entitled to assign this contract without prior written consent of the other party.

**Paragraph 7**

Before any termination of this Agreement shall become effective, the terminating party shall give written notice to the other party describing in detail what material conditions the other party has failed to perform, and the other party shall have sixty (60) days in which to perform such conditions.

**Paragraph 8**

All legal notices hereunder shall be in writing and shall be deemed properly delivered and effective when duly sent by Certified Mail, Postage Prepaid, telex or cable, or delivered by hand:

to CONSIST at: CONSIST INTERNATIONAL, INC.  
10 East 53rd Street  
27th Floor  
New York, NY 10022  
Attn: Mr. Natalio S. Fridman

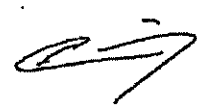
and to SAGA at: SOFTWARE AG AMERICAS, INC.  
11190 Sunrise Valley Drive  
Reston, Virginia 20191  
Attn: International Operations

or to such other address as the receiving party may by written notice designate to the other. All operational correspondence and quarterly reports (technical assistance, sales and marketing support) will be directed to the SAGA address shown above.


**Paragraph 9**

This Agreement, including Annexes and Exhibits, constitutes the entire Agreement between the parties; and supersedes and merges all previous communications, representations or agreements, either written or orally, with respect to the subject matter hereof, so that this Agreement may only be changed or modified by another Agreement signed by the parties hereto.

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**Paragraph 10**

This contract shall be subject to, and interpreted in accordance with, the laws of the State of New York, USA without regard to the New York provisions governing conflict of laws. SAGA agrees to defend or at its option settle any claim, suit or proceeding brought against CONSIST from the third parties for patent or copyright infringement and indemnify CONSIST against any claims for infringement of any patent or copyright by the SYSTEMS. CONSIST will promptly notify SAGA in writing of any such claims, suits or proceedings and give SAGA full information and assistance to settle and/or exclusive of any judicial and administrative awards, incurred without SAGA's written authorization.

**Paragraph 11**

CONSIST agrees to indemnify SAGA from any liability that may be incurred by SAGA because CONSIST either overstated the performance of any SYSTEMS or part thereof, or failed to exercise the due care to resolve any problems of which CONSIST was notified by SAGA and/or any end-user.

Agreement Accepted:  
SOFTWARE AG AMERICAS, INC.

By: *James H. Daly*Name: JAMES H. DALYTitle: V.P. - International Ops.Date: 9/9/97 D. J.

Agreement Accepted:  
CONSIST INTERNATIONAL, INC.

By: *[Signature]*Name: *Victor F. Fadden*Title: *President*

Date: \_\_\_\_\_

ANNEX A

1. All the system software packages offered for distribution by Software AG of Darmstadt, Germany and SAGA, including their subsidiaries and affiliates now and in the future including, but not limited to, those shown on the attached list, and to include BOLERO and ODYSSEY: SAGA is the perpetual, exclusive distributor in the TERRITORY for all the products of Software AG of Darmstadt, Germany.
2. All application packages, except for PRODIS, are excluded from this agreement.
3. The SAGA Year2000 Toolkit is not included in this Agreement. The parties understand and agree that it is the subject of a separate Agreement.

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**ANNEX B**

Special Products are those products listed below, and any additions to this list, as made by SAGA, from time to time. Additions may include new products or new versions or releases of existing Special Products. For new Special Products which require that royalties be paid to third-parties, CONSIST will reimburse SAGA for all costs associated payable to the thirds party with respect to all such Special Products.

1. **ESPERANT**
2. **PASSPORT**

## EXHIBIT A

1. CONSIST agrees to pay SAGA a fixed cash lump sum payment quarterly according to the following table using the annual increase/decrease in the Audited SAGA Product/License Revenue as the basis for the adjustment to the quarterly fixed cash lump sum payment made by CONSIST to SAGA. In any year the maximum increase or decrease will be no greater than twenty percent (20%); however, in any year in which one or more products have been specifically declined by CONSIST (as per paragraph 2) then the maximum decrease will be ten percent (10%).

ANNUAL ADJUSTMENT TABLE BASED ON INCREASE/DECREASE IN SAGA  
PRODUCT/LICENSE REVENUE

Change to CONSIST Annual Royalty	Annual % Change in SAGA Product/License Revenue
Not to go below 10% or 20% Annually (See Paragraph 1)	
Decrease to -10%	Actual % Decrease
0	0
Up to 20% Increase	Actual % Increase
Not to exceed 20% Annually	

2. The baseline SAGA Product List will be the SAGA Product List in effect as of December 31, 1997. Any new SAGA Products developed or acquired over the term of this Agreement shall be added to the SAGA Product List unless specifically declined in writing by CONSIST, and the quarterly fixed cash lump sum payments will be adjusted as appropriate. Appropriate adjustments will be made for acquisition of entities by SAGA which effect this calculation and such adjustments will be mutually agreed upon by both parties.

3. The Baseline Year is established at an annual royalty of \$7,500,000. (US DOLLARS), cash only, with no credit for tax receipts. All transfers of cash payments to take place within the United States of America. When a separate agreement is entered into between CONSIST and SAGA for the Year 2000 Toolkit, CONSIST will receive a one-time credit of \$500,000 towards any amounts due from CONSIST to SAGA under such Year 2000 Toolkit agreement.

4. Payments must be made quarterly, by the 10th day at the end of each quarter. The payments shall commence on January 1, 1998.

5. The new royalty calculation for each year of the Agreement will be presented to CONSIST at the completion of the SAGA Annual Audit, which is scheduled for completion in April of each year (unless otherwise amended by SAGA). Until the calculation is completed, CONSIST will make the first quarterly payment using the prior year's quarterly payment schedule. The parties agree to reconcile the payments, by adjusting the amounts proportionally over the remaining three quarters of that year.

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# Exhibit C

**Consist**  
**Software AG "Special" Products**  
**Annex B**

New / Chg	Last Updated: 2007/03/14	Prod. Code	Op Sys	Obligation (lic)	Obligation (Minc)	Remarks
	Product	Prod. Code	Op Sys	Obligation (lic)	Obligation (Minc)	Remarks
	Adabas SQL Gateway	ACE	As released	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of maintenance list price)	
	Event Replicator for Adabas	ARC	Open Systems	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of list price)	Release date planned
Updated	Adabas SOA Gateway	ASG	As released	(1) Until June 30, 2007: 35% of sales price (but not less than 24,5% of list price) (2) As of July 1, 2007 25% of sales price (but not less than 17,5% of list price)	(1) Until June 30, 2007: 35% of sales price (but not less than 24,5% of list price) (2) As of July 1, 2007 25% of sales price (but not less than 17,5% of list price)	
Updated	IDS Scheer (and all associated products in the ARIS product family)	BAD, BAR, BAS, BAT, BAW, BAY, BAZ	As released	50% of list price	50% of maintenance list price	distribution permitted only in combination with crossvision products
Retired	Bolero Application Server	BOA	As released	10% of sales price	10% of maintenance sales price	
Retired	Bolero Component Studio	BOL	As released	62 € per User	12,40 € per User	
	cv Business Process Manager - As Bundled with CV Products Advanced Edition (previously known as Enterprise Process Manager)	BPA	As released	The higher of (i) 50% of sales price or (ii) amount below: 39.000 USD first CPU of server 32.250 USD additional CPUs of server 25.000 USD Developer CPU 19.000 USD Hotstandby CPU	The higher of (i) 50% of maintenance sales price or (ii) amount below: 8.700 USD first CPU of server 8.700 USD additional CPUs of server 5.500 USD Developer CPU 4.200 USD Hotstandby CPU	distribution permitted only in combination with crossvision products
New	crossvision Business Process Manager - AS BUNDLE WITH XEIXSI and INM (Centrasite) - Advanced Edition	BPA	As released	25.704 USD / per 1st CPU 21.420 USD / per additional CPU	5.141 USD / per 1st CPU 4.284 USD / per additional CPU	Only if bundled with CentraSite EE and either Information Integrator or Service Orchestrator
New	cv Business Process Manager - STAND ALONE Advanced Edition (previously known as Enterprise Process Manager)	BPA	As released			Based on our contract with third party, the standalone version is not available to be sold through indirect channels.
Retired	Enterprise Process Manager (see cv Business Process Manager)	BPA & BPE	As released	see BPA & BPE above	see BPA & BPE above	distribution permitted only in combination with crossvision products
	cv Business Process Manager - As Bundled with CV Products Enterprise Edition (previously known as Enterprise Process Manager)	BPE	As released	The higher of (i) 50% of sales price or (ii) amount below: 45.000 USD first CPU of server 38.500 USD additional CPUs of server 29.250 USD Developer CPU 22.500 USD Hotstandby CPU	The higher of (i) 50% of maintenance sales price or (ii) amount below: 10.000 USD first CPU of server 10.000 USD additional CPUs of server 6.500 USD Developer CPU 5.000 USD Hotstandby CPU	distribution permitted only in combination with crossvision products
New	crossvision Business Process Manager - AS BUNDLE WITH XEIXSI and INM (Centrasite) - Enterprise Edition	BPE	As released	29.986 USD / per 1st CPU 25.704 USD / per additional CPU	5.998 USD / per 1st CPU 5.141 USD / per additional CPU	Only if bundled with CentraSite EE and either Information Integrator or Service Orchestrator
New	cv Business Process Manager - STAND ALONE Enterprise Edition (previously known as Enterprise Process Manager)	BPE	As released			Based on our contract with third party, the standalone version is not available to be sold through indirect channels.



**Consist**  
**Software AG "Special" Products**  
**Annex B**

	Product	Prod. Code	Op Sys	Obligation (lic)	Obligation (Minc)	Remarks
New	PPM for BPM Enterprise Edition	BPN	As released			Based on our contract with third party. PPM is not available to be sold through indirect channels.
New	PPM for BPM Standard Edition	BPS	As Released			Based on our contract with third party. PPM is not available to be sold through indirect channels.
New	Licensed Product (JR6) Unlimited ILOG JRules Rule Studio Development Module License Unlimited ILOG JRules Rule Execution Server Module License (production) Unlimited ILOG JRules Rule Execution Server Module License (non-production) Unlimited ILOG JRules R	BRA	As released	150.000€ / Unit	32.000€ / Unit	Not for standalone sales. Can be sold to any crossvision customer/prospect. For any sale please contact partner manager.
New	Licensed Product Unlimited ILOG JRules Rule Studio Development Module License 2 CPUs ILOG JRules Rule Execution Server Module License (production) 2 CPUs ILOG JRules Rule Execution Server Module License (non-production) 1 CPU ILOG JRules Rule Team Server	BRB	As released	30.000€ / Unit	6.400€ / Unit	Not for standalone sales. Can be sold to any crossvision customer/prospect. For any sale please contact partner manager.
New	4 CPUs ILOG JRules Rule Execution Server Module License (production) - may be used with multiple Applications	BRE	As released	15.000€ / Unit	3.200€ / Unit	Only as Upgrade to package crossvision JR Multi Appl. For any sales please contact partner manager.
New	1 CPU ILOG JRules Rule Execution Server Module License (production) - limited to a single Application	BRE	As released	7.500€ / Unit	1.600€ / Unit	Only as Upgrade to package crossvision JR Multi Appl. For any sales please contact partner manager.
New	Licensed Product (JR6) Unlimited ILOG JRules Rule Studio Development Module License 4 CPUs ILOG JRules Rule Execution Server Module License (production) 4 CPUs ILOG JRules Rule Execution Server Module License (non-production) 4 CPUs ILOG JRules Rule Team	BRM	As released	120.000€ / Unit	25.600€ / Unit	Not for standalone sales. Can be sold to any crossvision customer/prospect. For any sale please contact partner manager.
New	4 CPUs ILOG JRules Rule Execution Server License (non-production) - may be used with multiple Applications	BRN	As released	7.500€ / Unit	1.600€ / Unit	Only as Upgrade to package crossvision JR Multi Appl. For any sales please contact partner manager.
New	1 CPU ILOG JRules Rule Execution Server Module License (non-production) - limited to a single Application	BRN	As released	3.750€ / Unit	800€ / Unit	Only as Upgrade to package crossvision JR Multi Appl. For any sales please contact partner manager.
New	1 CPU ILOG JRules Rule Team Server Module License(production) - may be used with multiple Applications	BRR	As released	7.500€ / Unit	1.600€ / Unit	Only as Upgrade to package crossvision JR Multi Appl. For any sales please contact partner manager.
New	CICS Bridge for COM-LETE	CBC	As Released	50% of sales price (but not less than 40% of list price)	50% of sales price	
	CONNx for DB2 Adapter	CDB	As released	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of maintenance list price)	
	CONNx for Sybase Adapter	CIB	As released	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of maintenance list price)	

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**Software AG "Special" Products**  
**Annex B**

	Product	Prod Code	Op Sys	Obligation (lic)	Obligation (Mtn)	Remarks
	CONNX Informat	CIR	As released	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of maintenance list price)	
	CONNX for Informix Adapter	CIX	As released	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of maintenance list price)	
	CONNX for SQL Server	CMS	As released	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of maintenance list price)	
	CONNX for Oracle	CNX	As released	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of maintenance list price)	
	CONNX for VSAM Adapter	CVS	As released	25% of sales price (but not less than 17,5% of list price)	25% of maintenance sales price (but not less than 17,5% of maintenance list price)	
Updated	Itemfield (and all associated products in the Itemfield product family)	IAA, IAX, IEF, IEX, IHL, IHP, IPB, IPC, IPD, IPE, IPS, ISD	As released	50% of net sales price	50% of net sales price	
Retired	Enterprise Information Integrator (without Tamino)	INE	As released	22,22% of sales price	16,67% of maintenance sales price	
	cv CentraSite Enterprise Stand Alone	INM	As released	Starting 1.1.2007: 7.500 € per installation location	Starting 1.1.2007: 1.500 € per installation location	
New	Natural Productivity Package Enterprise	KPN (ADA, NAT, NDV, NFE, NBS, XCIDE)	As released	see NFE and XCIDE	see NFE and XCIDE	
New	Natural Productivity Package Professional	KPP (ADA, NAT, NDV, NFE)	As released	see NFE	see NFE	
	VCR / Via2 (and all associated products in the Via2 product family)	MAM, MAMA, MAMAT, MAMBS, MAMBW, MAMCB, MAMCI, MAMMD, MAMPC, MAMPO, MAMPS, MAMPU, MAMPW, MAMRS, MAMRT, MAMSD, MAMST, MAMTA, MAMTS, MAMTV, MAMVC	As released	50% of sales price (40% for indirect sales business)	50% of maintenance list price (40% for indirect sales business)	
New	cv Master Data Manager	MDM	As released	30% of generated net revenue but not less than 21% of list price.	30% of generated net revenue but not less than 21% of list price.	Pricing on server basis. Rollout to territory as agreed between SAG and Supplier.
Retired	Mobile Field Service Autom.	MFS	As released			No longer permitted to be used - neither for license nor for maintenance
Retired	Mobile Sales Force Autom	MSF	As released			No longer permitted to be used - neither for license nor for maintenance

**Consist**  
**Software AG "Special" Products**  
**Annex B**

	Product	Prod Code	Op Sys	Obligation (lic)	Obligation (Mtn)	Remarks
	Natural Engineer	NEE	As released	25% of net sales price	50% of net maintenance sales price	
Update	Natural for Eclipse	NFE	As released	Until we reach the 90th user: 763 Euro for a Concurrent User, 575 Euro for a Named User; starting with 91st user worldwide; 563 EUR for Concurrent User and 375 EUR for a Named User	75 EUR / per Named User / per year 113 EUR / per Concurrent User / per year	Sale only permitted in combination with SAG products.
New	Natural Engineer Refact	NRE	As released	25% of net sales price	50% of net maintenance sales price	
	Natural Engineer WebStar	NWS	As released	25% of net sales price	50% of net maintenance sales price	
	Natural Engineer - Service Bureau Usage					Only applicable for Software AG services
	Entire Access	OSQ	As released	10% of sales price	15% of maintenance sales price	
	Entire Access for TCP/IP	OSX	As released	10% of sales price	15% of maintenance sales price	
	Entire Access for JDBC	OSY	As released	10% of sales price	15% of maintenance sales price	
	Entire Access ODBC	OSZ	As released	10% of sales price	15% of maintenance sales price	
	Rivet DragOn Tag	RDT	As released	50% of sales price (but not less than 40% of list price)	50% of sales price (but not less than 40% of list price)	
Retired	EntireX Orchestrator and all adapters	SVI	As released	900 USD per license plus 12,2% of net sales price	162 USD per license and 1,3% of sales price	
Update	Tamino Tokenizer Chinese	TKC	As released	30% of sales price (but not less than 30% of list price)	20% of maintenance list price	no standalone distribution, only available as add-on to Tamino
Update	Tamino Tokenizer Japanese	TKJ	As released	30% of sales price (but not less than 30% of list price)	20% of maintenance list price	no standalone distribution, only available as add-on to Tamino
Update	Tamino Tokenizer Korean	TKK	As released	30% of sales price (but not less than 30% of list price)	20% of maintenance list price	no standalone distribution, only available as add-on to Tamino
Retired	Tamino Mobile DB Development	TMD	As released			No longer permitted to be used - neither for license nor for maintenance
Retired	Tamino Mobile Foundation Server	TMF	As released			No longer permitted to be used - neither for license nor for maintenance
Retired	Tamino Mobile Notification Server	TMN	As released			No longer permitted to be used - neither for license nor for maintenance
Retired	Tamino Mobile DB Runtime	TMO	As released			No longer permitted to be used - neither for license nor for maintenance
Retired	Tamino Mobile Presentation Server	TMP	As released			No longer permitted to be used - neither for license nor for maintenance
Retired	Tamino Mobile Studio	TMX	As released			No longer permitted to be used - neither for license nor for maintenance
New	True North Validator	TNV	As released	25% of sales Price	25% of sales price	
Retired	Tamino Mobile Smart Client	TSC	As released			No longer permitted to be used - neither for license nor for maintenance
Update	Tamino X-Node - Oracle	TXC / TXORA	Unix only	2.500 EUR per Server	526 EUR per Server	no standalone distribution, only available as add-on to Tamino

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	Product	Prod Code	Op Sys	Obligation (lic)	Obligation (Mtnce)	Remarks
Update	Tamino X-Node - DB2	TXD / TXD82	Unix only	2.500 EUR per Server	526 EUR per Server	no standalone distribution, only available as add-on to Tamino
Update	Tamino X-Node - Informix	TXI	Unix only	2.500 EUR per Server	527 EUR per Server	no standalone distribution, only available as add-on to Tamino
Update	Tamino X-Node - Sybase	TXS	Unix only	2.500 EUR per Server	528 EUR per Server	no standalone distribution, only available as add-on to Tamino
New	EntireX XML Adapter Suite	UUA	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for PeopleSoft	UUB	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for RDBMS	UUC	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for SAP R3	UUD	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for Siebel	UUE	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for IMS/DB	UUF	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
New	EntireX XML Adapter for DB2	UUG	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX

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	Product	Prod Code	Op Sys	Obligation (lic)	Obligation (Minc)	Remarks
New	EntireX XML Adapter for SQL Server	UUH	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for JD Edwards OneWorld	UUJ	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for Oracle Applications	UUK	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for ebXML	UUL	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for MQSeries	UUM	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for Baan	UUN	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
New	EntireX XML Adapter for Oracle	UUO	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapters Transformation Engine	UUP	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX

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	Product	Prod Code	Op Sys	Obligation (lic)	Obligation (Mntnc)	Remarks
	EntireX XML Adapter for ANSI X12	UUQ	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for EDIFACT	UUR	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
New	EntireX XML Adapter for Sybase	UUS	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for 3270/5250 Emulation	UUT	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for FIX/FIXML	UUU	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for Vantive	UUV	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for SWIFT/SWIFTML	UUW	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for eBusiness	UUX	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX



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	Product	Prod. Code	Op Sys.	Obligation (lic)	Obligation (Mtnce)	Remarks
	EntireX XML Adapter for HIPAA (X12)	UUY	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for HL7	UUZ	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter Business Service Engine	UVB	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
New	EntireX XML Adapter Data Server	UVD	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter iDMS/DB	UVI	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for Oracle AQ	UVD	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for Supra	UVP	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for VSAM	UVS	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX

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	Product	Prod Code	Op Sys	Obligation (Lic)	Obligation (Mntnc)	Remarks
	EntireX XML Adapters Transformation Workbench	UVT	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	EntireX XML Adapter for Tuxedo	UVU	As released	30% of sales price (not less than 25% of SAG list price)	50% of maintenance price	distribution permitted only in combination with Service Orchestrator and Legacy Integrator EntireX
	** This list of EntireX XML Adapters from iWay is a subset of what is available. The complete list can be found: <a href="http://www.iwaysoftware.com/product/iWay_Adapter_List.html">http://www.iwaysoftware.com/product/iWay_Adapter_List.html</a>					
Retired	EntireX Orchestrator and all adapters	VAD, VUA, VEX, VDB, VDO, VDD, VCI, VSP, VSA, VWL, VWS, VOO, VMG, VMF	As released	4% of net sales price	none	
	Vordel (and all associated products in the Vordel product family)	VDI, VOR		50% of license list price	50% of maintenance list price	
Retired	EntireX Orchestrator and all adapters	VDM, VGN, VPS	As released	2.200 EUR per CPU plus 4% of net sales price	462 EUR per CPU	
New	XBRL Validation and SO	XBR (TNV, XSI)	As released	see TNV and XSI	see TNV and XSI	
	cv Application Composer Application Composer	XCI	As released	1.575 USD per CPU	315 USD per CPU	
New	crossvision Application Composer Developer	XCIDE	As released	150 USD / per NU	150 USD / per NU / per Year (from the 2nd year on)	distribution permitted only within the package KPN
Update	cv Information Integrator (previous known as Enterprise Information Integrator)	XEI	As released	17% of Sales Price. Starting 2Q2007, 15% of Sales Price	15% of sales price	
Retired	Enterprise Information Integrator	XEI				replaced by XEI above
Retired	XMetal	XMT	As released			No longer permitted to be used - neither for license nor for maintenance
Update	cv Developer Subscription cv Suite Application Composer cv Suite Information Integrator cv Suite Service Orchestrator cv Suite Legacy Integrator - EntireX cv Suite Legacy Integrator - ApplinX cv Suite CentraSite	XRD (XRC, XRI, XRO, XRE, XRA, XRJ, XDR)	As released	Per User : (i) 150 USD and (ii) 150 EUR for one year	Per User : (i) 150 USD and (ii) 150 EUR for one year	
Update	cv Service Orchestrator (previously known as Enterprise Service Integrator)	XSI	As released	1.575 USD per CPU 99.50 EUR / per CPU	315 USD per CPU, 25 EUR / Per CPU	



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	Product	Prod Code	Op Sys	Obligation (lic)	Obligation (Mtnnc)	Remarks
Retired	Enterprise Service Integrator (starting with V2.1.3 w/BPEL support)	XSI	As released	see XSI above	see XSI above	
Update	cv Suite BPM Edition (4 DU's) cv Suite Business Process Manager cv Suite Application Composer cv Suite Information Integrator cv Suite Service Orchestrator cv Suite Legacy Integrator - EntireX cv Suite Legacy Integrator - Applix cv Suite CentreSite	XSU (CVB, CVC, CVI, CVO, CVE, CVA, CVF, XSJ)	As released	Per 4 Deployment Units: (i) 3.152 USD and (ii) 66.224 EUR	Per 4 Deployment Units: (i) 628 USD and (ii) 12.894 EUR	
Update	cv Suite BPM Edition (2 DU's) cv Suite Business Process Manager cv Suite Application Composer cv Suite Information Integrator cv Suite Service Orchestrator cv Suite Legacy Integrator - EntireX cv Suite Legacy Integrator - Applix cv Suite CentreSite	XSU (CVB, CVC, CVI, CVO, CVE, CVA, CVJ, XSJ)	As released	Per 2 Deployment Units: (i) 1.576 USD and (ii) 54.898 EUR	Per 2 Deployment Units: (i) 314 USD and (ii) 10.795 EUR	
Update	cv Suite SOA Edition (4 DU's) cv Suite Application Composer cv Suite Information Integrator cv Suite Service Orchestrator cv Suite Legacy Integrator - EntireX cv Suite Legacy Integrator - Applix cv Suite CentreSite	XSU (CVC, CVI, CVO, CVE, CVA, CVF, XSJ))	As released	Per 4 Deployment Units: (i) 3.152 USD and (ii) 16.744 EUR	Per 4 Deployment Units: (i) 628 USD and (ii) 2.698 EUR	
Update	cv Suite SOA Edition (2 DU's) cv Suite Application Composer cv Suite Information Integrator cv Suite Service Orchestrator cv Suite Legacy Integrator - EntireX cv Suite Legacy Integrator - Applix cv Suite CentreSite	XSU (CVC, CVI, CVO, CVE, CVA, CVJ, XSJ)	As released	Per 2 Deployment Units: (i) 1.576 USD and (ii) 3.926 EUR	Per 2 Deployment Units: (i) 314 USD and (ii) 599 EUR	
Retired	Stellent (and all associated products in the Stellent product family)					
Removed from list	MSP/XSPA/QS Products	ADA, AEO, NDB, MVS, SQL, WCP, WTC, WAT	As released on MSP/XSPA/QS	5% of license sales price	5% of maintenance sales price	
Removed from list	MSP/XSPA/QS Products	ADX, COM, GOV, GPX, ETA, ETB, EXX, RDC	As released on MSP/XSPA/QS	10% of license sales price	10% of maintenance sales price	
Removed from list	MSP/XSPA/QS Products	APP	As released on MSP/XSPA/QS	none	5% of maintenance sales price	
Removed from list	MSP/XSPA/QS Products	NAC, NAT, NOC, NSN	As released on MSP/XSPA/QS	3% of license sales price	2% of maintenance sales price	